

B60

New Number

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ELIAS C ALVORD (1942)
ELLSWORTH C ALVORD (1964)

ROBERT W ALVORD*
CHARLES T KAPPLER
JOHN H DOYLE
JAMES C MARTIN JR*

*ALSO ADMITTED IN NEW YORK
*ALSO ADMITTED IN MARYLAND

RECORDATION NO 15971 FILED 1425

LAW OFFICES

ALVORD AND ALVORD

200 WORLD CENTER BUILDING

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RECORDATION NO 15971 FILED 1425

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AUG 17 1990 - 10 10 AM

INTERSTATE COMMERCE COMMISSION

AUG 17 1990 - 10 10 AM

INTERSTATE COMMERCE COMMISSION

August 17, 1990

0-229A001

Mr. Sidney L. Strickland, Jr.
Secretary

Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO 15971 FILED 1425

AUG 17 1990 - 10 10 AM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) original copies each of 1) a Memorandum of Lease of Railroad Equipment dated as of March 19, 1990 ("Lease"), 2) Amendment 1 to Lease of Railroad Equipment dated March 19, 1990 ("Amendment"), 3) Memorandum of Security Agreement dated as of August 17, 1990 ("Security Agreement") and 4) Assignment of Lease dated as of August 17, 1990 ("Assignment"). The Lease and the Security Agreement are primary documents; and the Amendment and Assignment are secondary documents.

The names and addresses of the parties to the Lease and Amendment are:

Lessor: Helm-Pacific Leasing
One Embarcadero Center
San Francisco, California 94111

Lessee: Union Pacific Railroad Company
1416 Dodge Street
Omaha, Nebraska 68179

The names and addresses of the parties to the Security Agreement and the Assignment are:

Debtor/Assignor: Helm-Pacific Leasing
One Embarcadero Center
San Francisco, California 94111

Charles T. Kappler

Mr. Sidney L. Strickland, Jr.
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Secured Party/
Assignee: The Philadelphia National Bank
Broad and Chestnut Streets
Philadelphia, Pennsylvania 19107

A description of the railroad equipment covered by the enclosed documents is:

One hundred fifty (150) 100-ton Jumbo Trough
Hatch Grain Hopper Railcars bearing TNM
reporting marks and road numbers 1061 through
1210, both inclusive.

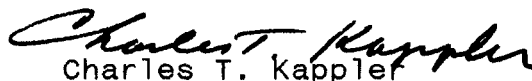
Also enclosed is a check in the amount of \$60 payable to the order of the Interstate Commerce Commission covering the required recordation fees.

Kindly return stamped copies of the enclosed documents to the undersigned.

A short summary of the enclosed primary and secondary documents to appear in the Commission's Index is:

Memorandum of Lease, as amended by Amendment 1 to Lease of Railroad Equipment, each dated as of March 19, 1990, between Helm-Pacific Leasing, Lessor, and Union Pacific Railroad Company, Lessee; Memorandum of Security Agreement and Assignment of Lease, each dated as of August 17, 1990, between Helm-Pacific Leasing, Debtor/Assignor and The Philadelphia National Bank, Secured Party/Assignee, covering 150 Grain Hopper Railcars, TNM 1061 -TNM 1210, both inclusive.

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

AMENDMENT 1
TO
LEASE OF RAILROAD EQUIPMENT
DATED MARCH 19, 1990

AUG 17 1990 - 10 10 AM
INTERSTATE COMMERCE COMMISSION

UNION PACIFIC RAILROAD COMPANY ("Lessee") and HELM-PACIFIC LEASING ("Lessor"), have heretofore entered into a Lease of Railroad Equipment ("Lease") dated March 19, 1990 covering one hundred fifty (150) covered hoppers.

The parties wish to amend the Lease to reflect the following changes:

Section 4, paragraph one shall be deleted and replaced in its entirety as follows:

4. Term of Lease. The effective date of this Lease shall be August 17, 1990 ("Effective Date") with respect to each Unit. The interim term of this Lease will commence on the Effective Date and shall continue until September 1, 1990 at which time the fixed term ("Fixed Term") of this Lease with respect to each Unit shall commence and shall continue in full force and effect for a period of sixty (60) months thereafter. (The Interim Term and the Fixed Term herein collectively constitute the "Term of this Lease".)

Section 5, paragraph one shall be deleted and replaced in its entirety as follows:

5. Rentals. Lessee shall pay to Lessor for the Units an amount of \$100.00 per Unit per month ("Rent"). Rent shall become effective with regard to each of the Units upon the Effective Date as provided in Paragraph 4 hereof and shall continue in effect, with regard to each of the Units until returned to Lessor at the end of the Term of this Lease as hereafter provided in Paragraph 12. Payment of Rent with respect to each Unit shall be made on the first day of each month in advance, with the Interim and first months' Fixed Term payment due on September 1, 1990 all as hereafter defined in Paragraph 4. Rent for any Unit for any partial month shall be pro-rated at a rate of \$100.00 per Unit per day. Payment of Rent shall be made to Lessor at the address specified in Paragraph 18.

Executed in four (4) original counterparts as of this ____ day of August, 1990.

HELM-PACIFIC LEASING

By: 

Title: PRESIDENT

UNION PACIFIC RAILROAD COMPANY

By: 

Title: ASST VP PURCHASING

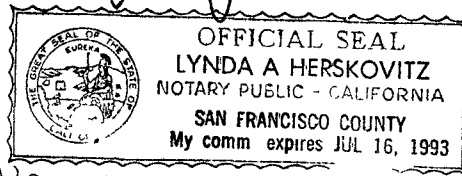
STATE OF CALIFORNIA)
) §
COUNTY OF SAN FRANCISCO)

On this 14th day of AUGUST, 1990, before me personally appeared RICHARD C. KIRCHNER, to me personally known, who, being by me duly sworn, says that he is PRESIDENT of HELM PACIFIC CORPORATION, that said instrument was signed and sealed on behalf of said corporation and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation on behalf of Helm-Pacific Leasing.

Lynda A. Herskovitz
Notary Public

My Commission Expires: July 16, 1993

[Notarial Seal]



STATE OF Nebraska)
) §
COUNTY OF Douglas)

On this 15th day of August, 1990, before me personally appeared D. H. Rettinger, to me personally known, who, being by me duly sworn, says that he is AVP-Purchasing of UPPER CO., that said instrument was signed and sealed on behalf of said corporation and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Linda L. Daniel
Notary Public

My Commission Expires: 10-15-91

[Notarial Seal]

